

IN THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

GETTY IMAGES, INC., a Delaware
Corporation,

Plaintiff,

vs.

ROXANNE MOTAMEDI, an individual,

Defendant.

Case No. 2:16-cv-1892

COMPLAINT FOR DAMAGES AND
INJUNCTIVE RELIEF

JURY DEMAND

Plaintiff Getty Images, Inc. (“GETTY IMAGES”), by and through its counsel of record, Sebris Busto James, files this Complaint for Damages and Injunctive Relief against Defendant, Roxanne Motamedi (“Motamedi”), an individual, alleging as follows:

I. PARTIES

1.1 GETTY IMAGES is a Delaware Corporation that serves as a holding company for affiliated entities that do business at locations in the United States, United Kingdom, and elsewhere.

1.2 Motamedi was formerly employed by GETTY IMAGES’s affiliated and wholly-owned entity, Getty Images (US), Inc. as its Vice President, Global Entertainment & Partnerships. On information and belief, Motamedi resides in Los Angeles, California.

II. JURISDICTION AND VENUE

2.1 Jurisdiction is proper in this Court under 28 U.S.C. § 1332, as the parties are completely diverse in citizenship and the amount in controversy exceeds \$75,000.

1 2.2 Jurisdiction is proper in this Court under 28 U.S.C. § 1331, as GETTY IMAGES
2 asserts claims arising under law of the United States.

3 2.3 Jurisdiction over GETTY IMAGES's state law claims is proper in this Court under
4 28 U.S.C. § 1367, because those claims are so related to GETTY IMAGES's federal claims that
5 they form part of the same case or controversy.

6 2.4 Jurisdiction is proper in this Court pursuant to a Non-Disclosure Agreement
7 between the parties in which they consent to the jurisdiction of this Court.

8 2.5 Venue is proper in this Court pursuant to a Non-Disclosure Agreement between the
9 parties in which they consent to venue here. Venue is also proper in this Court under 28 U.S.C. §
10 1391 because a substantial part of the events giving rise to Plaintiff's claims occurred in this
11 District.

12 **III. FACTUAL ALLEGATIONS**

13 3.1 Motamedi was formerly employed by Getty Images (US), Inc., as its Vice
14 President, Global Entertainment & Partnerships. In that capacity, she had significant overlap and
15 interaction with GETTY IMAGES's affiliated entities.

16 3.2 Although she resided in Los Angeles, she had significant contact with GETTY
17 IMAGES's Seattle affiliate. For a period of time Motamedi's next-level supervisor was Nick
18 Evans-Lombe, who at the time was based in the Seattle office, and a significant number of the
19 employees that supported her and her global team worked out of the Seattle office. All of the data
20 and systems she used, as well as the trade secrets and confidential information she
21 misappropriated, resided on the company's servers in Federal Way, Washington. All of her
22 compensation was processed by GETTY IMAGES's personnel in the Seattle office.

23 3.3. Motamedi worked for GETTY IMAGES for more than 16 years before resigning
24 in early November 2016. In that time, she was pivotal in building GETTY IMAGES's editorial
25 business. For the last several years, Motamedi led the entertainment division of Editorial, an
26 \$80MM business, and oversaw a global team of approximately 100 employees.
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1 3.4 Motamedi's Non-Disclosure Agreement. At the start of her employment,
2 Motamedi signed a Non-Disclosure Agreement, which imposed strict restrictions on her use of
3 GETTY IMAGES' Confidential Information. During the course of her employment Motamedi
4 was also subject to other policies and procedures that obligated her to protect the company's
5 confidential information and trade secrets, and abide by its Code of Conduct and Code of Ethics.
6 In reliance on Motamedi's promises, GETTY IMAGES provided her with access to its most
7 confidential information, trade secrets, and client relationships. She was only provided with this
8 access because GETTY IMAGES trusted her to abide by the terms of the Non-Disclosure
9 Agreement, as well as the company's policies, Code of Conduct, and Code of Ethics. As a Vice
10 President, Motamedi held a high-level position of trust and confidence. GETTY IMAGES
11 rightfully expected her to act as a fiduciary and act in the company's best interests at all times.

12 3.5 Over the course of the past sixteen years, GETTY IMAGES not only provided
13 Motamedi with access to its trade secrets and confidential information, it paid her to use its
14 goodwill and resources to develop relationships with contributors, partners, customers and
15 business prospects, and to develop and lead its employees. It did so expecting she would act in
16 GETTY IMAGES's best interests at all times.

17 3.6 Silverhub Media UK Ltd./Nick Evans-Lombe. Nick Evans-Lombe was formerly
18 employed as GETTY IMAGES's COO. He worked most recently out of GETTY IMAGES's
19 London office. During Motamedi's entire tenure at GETTY IMAGES, she and Evans-Lombe
20 worked closely together.

21 3.7 Evans-Lombe left GETTY IMAGES effective April 8, 2013. After resigning, he
22 remained subject to noncompetition restrictions that prohibited him from competing against
23 GETTY IMAGES or otherwise interfering with its business interests for a period of twelve months.
24 In April of 2016, Evans-Lombe and other ex- GETTY IMAGES executives launched Silverhub
25 Media Uk Ltd. ("Silverhub"), an entertainment photo agency based in the United Kingdom.
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1 Silverhub competes directly with GETTY IMAGES's Editorial, and specifically, its Entertainment
2 business.

3 3.8 Motamedi's Breach of Contract, Fiduciary Duty, Misappropriation, and Unfair
4 Competition. At the time Motamedi resigned, she stated that she planned to take time off to attend
5 to family matters. Her last day of employment with GETTY IMAGES was November 7, 2016.
6 However, on or about November 30, 2016, GETTY IMAGES learned that she was actively
7 poaching its employees to work for Silverhub and was apparently working for or with Silverhub
8 in some capacity, as an employee, owner, or both.

9 3.9 Motamedi stole trade secrets and confidential information. Based on a preliminary
10 review of Motamedi's email and accessible files, GETTY IMAGES discovered that during the last
11 several weeks of her employment, Motamedi forwarded a large amount of GETTY IMAGES's
12 trade secret and confidential information to her personal email account and to her husband's email
13 account after directing her subordinates to provide her with such information. Her GETTY
14 IMAGES email file includes hundreds of emails that she forwarded to her personal email accounts
15 (Roxanne.motamedi@gmail.com and swissrox@gmail.com) and that of her husband/partner,
16 Mitchell Lucas (ml90049@gmail.com), during the weeks prior to her last day of her employment.
17 There was no legitimate reason for Motamedi to forward this trade secret and confidential
18 information to her personal email accounts or husband's/partner's email account, especially given
19 that she did so shortly before she resigned. Examples of trade secret and confidential information
20 she stole from GETTY IMAGES include an analysis of High Value Partners and contributors; a
21 revenue report for all GETTY IMAGES's entertainment photographers; and dozens of the
22 company's highly negotiated agreements with the company's key contributors, partners and
23 customers. Motamedi's actions violated her Non-Disclosure Agreement and company policies.
24 Motamedi's actions were intentional, and potentially caused and irreparable harm to GETTY
25 IMAGES.
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1 3.10 Motamedi shared trade secret and confidential information. Prior to resigning,
 2 Motamedi forwarded to Evans-Lombe strategy regarding the company's editorial workflow;
 3 strategy regarding new market targets, new product areas and other key data; and compensation
 4 information for key GETTY IMAGES employees. Motamedi also sent revenue information for
 5 GETTY IMAGES's third highest grossing contributor to an individual outside the company.
 6 Motamedi sent GETTY IMAGES's trade secret and confidential information to a direct
 7 competitor, Silverhub, intending to cause significant harm to GETTY IMAGES.

8 3.11 Motamedi conspired with Evans-Lombe to compete with GETTY IMAGES.
 9 Motamedi's emails reveal that she met with Evans-Lombe as early as June 2015, and on
 10 information and belief, began communicating at that time regarding the development of a business
 11 to compete with GETTY IMAGES. By December 2015, she was sharing and forwarding
 12 confidential information to Evans-Lombe regarding GETTY IMAGES. In March 2016, Motamedi
 13 shared GETTY IMAGES's business strategy with Evans-Lombe, and in April 2016, a few days
 14 prior to Silverhub's launch, she discussed with Evans-Lombe potential clients, partners and
 15 competitors to Silverhub.

16 3.12. Motamedi Interfered with GETTY IMAGES's business relationships. Motamedi's
 17 email file also includes evidence that she diverted business opportunities, interfered with GETTY
 18 IMAGES's contractual and business expectancies, and conspired with GETTY IMAGES's
 19 competitors. The following are a few examples:

- 20 • In late September and early October 2016, Motamedi forwarded revenue information for
 21 one of GETTY IMAGES's highest grossing contributor photographers. GETTY
 22 IMAGES's business relationship with that photographer is critical to the continued
 23 success of the company's entertainment business. That photographer has since been
 24 directly contacted by Evans-Lombe/Silverhub with an offer to become a founding
 25 photographer with Motamedi's full knowledge that GETTY IMAGES must renegotiate
 26 its relationship with that photographer in March 2017.

- 1 • Motamedi took steps to interfere with GETTY IMAGES's business relationship with a

2 well-known singer's management team by forwarding the company's agreement with the

3 artist to Motamedi's personal email address two weeks prior to leaving the company.

4 She also introduced the artist's photographer, who also has a long-standing relationship

5 with GETTY IMAGES, to a third party. By facilitating that introduction, Motamedi gave

6 a competitor the ability to intervene in GETTY IMAGES's long standing relationships

7 with the artist and her photographer. Further, she had the photographer charge GETTY

8 IMAGES for the cost of travel to that meeting and approved the expenses.
- 9 • In Motamedi's final days, she diverted a significant company opportunity by delaying her

10 team from closing a lucrative deal in the luxury brand space in Italy with one of the

11 company's competitors. GETTY IMAGES was proposing to begin distributing the

12 competitor's content, to be followed by GETTY IMAGES taking on the invoicing of the

13 competitor's assignments and integration of their photographers in GETTY IMAGES's

14 paid assignment work. The competitor wanted a quick start to the relationship; however,

15 Motamedi instructed her team not to sign anything. This potential partner is now in

16 negotiations with Silverhub.

17 3.13 Motamedi solicited GETTY IMAGES's employees to work for Silverhub while

18 employed by GETTY IMAGES. Prior to resigning, Motamedi facilitated an offer of

19 employment from Silverhub to one of GETTY IMAGES's long-term, key employees. In August

20 2016, Motamedi identified him to GETTY IMAGES's Senior Vice President of Sales for the

21 Americas as a key employee worth retaining. However, the following month, Motamedi worked

22 with Evans-Lombe to facilitate an offer with higher compensation from Silverhub in order to

23 recruit him away from GETTY IMAGES. On information and belief, Motamedi has actively

24 solicited, and continues to solicit, GETTY IMAGES's employees to grow Silverhub's business.

25 3.14. Irreparable Harm. Prior to her resignation, Motamedi leveraged relationships with

26 GETTY IMAGES's contributors, partners, customers and employees to grow and develop

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1 Silverhub in collusion with Evans-Lombe. Motamedi's wrongful conduct as described in this
2 action is causing irreparable harm to GETTY IMAGES's relationships with customers,
3 photographers, suppliers, and employees. No amount of money can fully make up for the damage
4 to relationships, which in some cases took many years to develop. Further, unless restrained, she
5 and her co-conspirators will create further damage to GETTY IMAGES's relationships.

6 **IV. FIRST CAUSE OF ACTION**

7 **Breach of Contract**

8 4.1 GETTY IMAGES realleges and incorporates by reference the foregoing paragraphs
9 of the Complaint as though fully set forth herein.

10 4.2 As a condition of employment and being allowed access to GETTY IMAGES's
11 Confidential Information, Motamedi entered into a Non-Disclosure Agreement with GETTY
12 IMAGES whereby she agreed to hold GETTY IMAGES's Confidential Information in strict
13 confidence, not to disclose such Confidential Information to third parties or to any person, and not
14 to use any Confidential Information except for the Business Purpose specified in the Non-
15 Disclosure Agreement.
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17 4.3 The Non-Disclosure Agreement defines "Confidential Information" as "any
18 information disclosed by GETTY IMAGES, including but not limited to, any financial
19 information, procedures or processes employed and any other information, whether oral or visual
20 communication, writing, digital transmission or any other means[.]"
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22 4.4 Motamedi breached the Non-Disclosure Agreement by disclosing GETTY
23 IMAGES's Confidential Information to unauthorized third parties, specifically co-conspirators
24 Evans-Lombe, Silverhub, its employees and agents.
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1 4.5 GETTY IMAGES is entitled to immediate injunctive relief to enjoin Motamedi's
2 breach of the Non-Disclosure Agreement, as well as any other rights or remedies at law or equity
3 for such a breach.

4 **V. SECOND CAUSE OF ACTION**

5 **Violation of Economic Espionage Act, as Amended by Defend Trade Secrets Act**

6 5.1 GETTY IMAGES realleges and incorporates by reference the foregoing paragraphs
7 of the Complaint as though fully set forth herein.

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9 5.2 During her employment with GETTY IMAGES, Motamedi misappropriated
10 GETTY IMAGES's trade secrets related to products and services used in and intended for use in
11 interstate commerce. Motamedi conspired with Evans-Lombe, Silverhub, its employees and
12 agents to misappropriate those trade secrets and has received, possessed, and benefitted from them,
13 knowing they were obtained without authorization. The information that Motamedi
14 misappropriated constitutes trade secrets protected by the Economic Espionage Act, as Amended
15 by Defend Trade Secrets Act, 18 U.S.C. § 1831 et seq.
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17 5.3 Motamedi's misappropriation of GETTY IMAGES's trade secrets was willful and
18 malicious. GETTY IMAGES is entitled to exemplary damages in an amount up to twice actual
19 damages awarded.

20 5.4 As a direct consequence of Motamedi's misappropriation, GETTY IMAGES has
21 suffered damages for actual loss in an amount to be proven at trial, including attorneys' fees and
22 costs.
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24 5.5 As a direct consequence of Motamedi's misappropriation, Motamedi and her co-
25 conspirators have been unjustly enriched, and GETTY IMAGES is entitled to damages for such
26 enrichment, in an amount to be proven at trial.
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1 5.6 As a direct consequence of Motamedi's misappropriation, GETTY IMAGES is
2 entitled to immediate injunctive relief and is entitled to seizure of the misappropriated information
3 by the U.S. Marshals.

4 **VI. THIRD CAUSE OF ACTION**

5 **Misappropriation of Trade Secrets Under the UTSA**

6 6.1 GETTY IMAGES realleges and incorporates by reference the foregoing paragraphs
7 of the Complaint as though fully set forth herein.

8 6.2 During her employment with GETTY IMAGES, Motamedi misappropriated
9 GETTY IMAGES's trade secrets, as defined in Washington's Uniform Trade Secrets Act
10 ("UTSA"), RCW 19.108.010, et seq.. Motamedi conspired with Evans-Lombe, Silverhub, its
11 employees and agents to misappropriate those trade secrets and has received, possessed, and
12 benefitted from them, knowing they were obtained without authorization.

13 6.3 As a result of Motamedi's misappropriation of trade secrets, GETTY IMAGES has
14 suffered damages in an amount to be proven at trial, including attorneys' fees and costs.

15 6.4 Motamedi's misappropriation of GETTY IMAGES's trade secrets was willful and
16 malicious. GETTY IMAGES is entitled to exemplary damages in an amount up to twice actual
17 damages awarded.

18 6.5 As a direct consequence of Motamedi's misappropriation, Motamedi and her co-
19 conspirators have been unjustly enriched, and GETTY IMAGES is entitled to damages for such
20 enrichment, in an amount to be proven at trial.

21 6.6 As a direct consequence of Motamedi's misappropriation, GETTY IMAGES is
22 entitled to immediate injunctive relief with respect to the misappropriated information and/or
23 royalty on future projects.

VII. FOURTH CAUSE OF ACTION

Common Law Unfair Competition

7.1 GETTY IMAGES realleges and incorporates by reference the foregoing paragraphs of the Complaint as though fully set forth herein.

7.2 During the course of her employment, Motamedi had access to and utilized Motamedi's good will and resources to develop and acquire personal acquaintances and relationships with GETTY IMAGES's customers and prospects. Motamedi was compensated handsomely to develop such relationships for GETTY IMAGES's behalf.

7.3 Motamedi copied, forwarded, transferred and memorized GETTY IMAGES's confidential information. Unless enjoined, Motamedi intends to use the good will, confidential information, and relationships she was paid to develop to unfairly compete with Motamedi. Prior to resigning, and since resigning, Motamedi has undertaken a systematic solicitation of GETTY IMAGES's employees, customers, photographers and suppliers, attempting to induce them to leave GETTY IMAGES and transfer their relationships to Silverhub. Unless restrained, she will continue to engage in unfair competition.

7.4 As a direct consequence of Motamedi's unfair competition, GETTY IMAGES is entitled to immediate injunctive relief to enjoin Motamedi's unfair competition and to damages in an amount to be proven at trial.

VIII. FIFTH CAUSE OF ACTION

Conversion and/or Trespass of Chattel

8.1 GETTY IMAGES realleges and incorporates by reference the foregoing paragraphs of the Complaint as though fully set forth herein.

8.2 Motamedi intentionally exercised dominion or control over or dispossessed, used, or intermeddled with GETTY IMAGES's chattel, including but not limited to, GETTY IMAGES's

1 customers and contact information, financial information including revenue, costs and profits,
2 customer-specific pricing information, and other confidential and proprietary financial and
3 customer information. Motamedi may also have converted and dispossessed, used, or intermeddled
4 with other items that will be learned after commencement of litigation through the discovery
5 process.

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7 8.3 As a direct consequence of Motamedi's conversion, GETTY IMAGES has suffered
8 damages in an amount to be proven at trial.

9 **IX. SIXTH CAUSE OF ACTION**

10 **Unjust Enrichment**

11 9.1 GETTY IMAGES realleges and incorporates by reference the foregoing paragraphs
12 of the Complaint as though fully set forth herein.

13 9.2 Motamedi has accepted, retained, and/or used the benefits received and taken from
14 GETTY IMAGES under circumstances that make it inequitable for Motamedi to retain the benefits
15 thereof.

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17 9.3 Motamedi should be required to hold all proceeds of her wrongful conduct in trust
18 for the benefit of GETTY IMAGES.

19 **X. SEVENTH CAUSE OF ACTION**

20 **Tortious Interference**

21 10.1 GETTY IMAGES realleges and incorporates by reference the foregoing paragraphs
22 of the Complaint as though fully set forth herein.

23 10.2 GETTY IMAGES had valid contractual relationships and/or business expectancies
24 with its clients, photographers, prospects, vendors, suppliers, and employees. GETTY IMAGES
25 has long-term client relationships that have been maintained and developed over a substantial
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1 period of time. GETTY IMAGES had financially supported Motamedi to develop and maintain
2 such relationships on its behalf.

3 10.3 Motamedi knew of GETTY IMAGES's contractual relationships and/or business
4 expectancies with its clients, photographers, prospects, vendors, suppliers, and employees.

5 10.4 Motamedi intentionally interfered with GETTY IMAGES's contractual
6 relationships and/or business expectancies with their clients, prospects, vendors, suppliers, and
7 employees. These acts were undertaken through improper means, including misappropriation and
8 use of GETTY IMAGES's trade secrets and other confidential information, diversion of business
9 opportunities, raiding of employees, spreading of false information, all for the improper purpose
10 of harming GETTY IMAGES and thereby benefitting Motamedi and her co-conspirators.

11 10.5 As a direct consequence of Motamedi's tortious interference, GETTY IMAGES
12 has suffered damages in an amount to be proven at trial.
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15 **XI. EIGHTH CAUSE OF ACTION**

16 **Breach of Fiduciary Duty and Duty of Loyalty**

17 11.1 GETTY IMAGES realleges and incorporates by reference the foregoing paragraphs
18 of the Complaint as though fully set forth herein.

19 11.2 During her employment with GETTY IMAGES, Motamedi owed fiduciary duties
20 to GETTY IMAGES. Motamedi owed a common law duty of loyalty, good faith, and fair dealing
21 to GETTY IMAGES.
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23 11.3 During her employment with GETTY IMAGES, Motamedi breached these duties
24 by using, sharing, downloading, forwarding, emailing to herself and to her co-conspirator Evans-
25 Lombe GETTY IMAGES's trade secrets and other confidential information, in order to further
26 her own interests and those of her co-conspirators, in direct conflict with GETTY IMAGES's
27 interests.
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1 11.4 During her employment with GETTY IMAGES, Motamedi further breached these
2 duties by delaying entering into contracts with GETTY IMAGES's clients or photographers on its
3 behalf, in order to keep such opportunities for herself or to divert such opportunities to Silverhub.

4 11.5 During her employment with GETTY IMAGES, Motamedi further breached these
5 duties by recruiting and raiding GETTY IMAGES's employees, inducing them to join Silverhub.
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7 11.6 As a direct consequence of these breaches, GETTY IMAGES has suffered damages
8 in an amount to be proven at trial.

9 **XII. NINTH CAUSE OF ACTION**

10 **Civil Conspiracy**

11 12.1 GETTY IMAGES realleges and incorporates by reference the foregoing paragraphs
12 of the Complaint as though fully set forth herein.

13 12.2 Motamedi combined or conspired with Evans-Lombe, Silverhub, its employees and
14 agents to accomplish an unlawful purpose by unlawful means, including to misappropriate GETTY
15 IMAGES's trade secrets and other confidential information, to use that information for the benefit
16 of Motamedi and her co-conspirators to the detriment of GETTY IMAGES, to breach Motamedi's
17 fiduciary and other duties to GETTY IMAGES, and to tortiously interfere with GETTY
18 IMAGES's contract and/or business expectancies.
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20 12.3 As a direct consequence of Motamedi's conspiracy, GETTY IMAGES has suffered
21 damages in an amount to be proven at trial.
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23 **XIII. TENTH CAUSE OF ACTION**

24 **Accounting**

25 13.1 GETTY IMAGES realleges and incorporates by reference the foregoing paragraphs
26 of the Complaint as though fully set forth herein.
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1 13.2 Based on the foregoing allegations, GETTY IMAGES is entitled to an accounting
2 by Motamedi.

3 **XIV. REQUEST FOR RELIEF**

4 Having alleged this Complaint against Motamedi, GETTY IMAGES prays that the Court
5 award the following relief:

6 1. Temporary and permanent orders requiring Motamedi to return to GETTY
7 IMAGES all documents, data, and other property of GETTY IMAGES, including any computer,
8 cell phone or external storage device used to copy, upload, or download information from GETTY
9 IMAGES's computers and storage devices, and to allow GETTY IMAGES's expert(s) to
10 forensically examine all devices and storage means within Motamedi's possession and her co-
11 conspirator's possession, custody or control to confirm the return and deletion of all of GETTY
12 IMAGES's trade secrets and confidential information;

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14 2. Temporary and permanent orders requiring Motamedi to preserve and protect all
15 documents, files, and electronically stored information taken from GETTY IMAGES; all tangible
16 or electronic communications with Evans-Lombe, Silverhub, or any of their employees or agents,
17 and all tangible or electronic communications with any of GETTY IMAGES's clients, prospects,
18 vendors, suppliers, and employees;

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20 3. Temporary and permanent orders requiring Motamedi to deliver a copy of the
21 Court's Order Granting GETTY IMAGES's Motion for TRO to Evans-Lombe, Silverhub and its
22 employees, including but not limited to, its IT personnel, and to request that they protect and
23 preserve all emails and other files sent by her or sent to her;

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25 4. Temporary and permanent orders requiring Motamedi to deliver a copy of the
26 Court's Order Granting GETTY IMAGES's Motion for TRO to all Internet Service Providers she
27 has used to send or receive email, or through whom she has a cloud-based storage accounts,

1 including, but not limited to, Google, and to request that they protect and preserve all emails and
2 other files sent, received, or stored by her;

3 5. Temporary and permanent orders restraining and enjoining Motamedi and her co-
4 conspirators from soliciting GETTY IMAGES's customers, potential customers, vendors,
5 suppliers, and current and former employees, to the extent such solicitation is enabled by or based
6 on misappropriation of GETTY IMAGES's trade secrets and other confidential information, or
7 would otherwise interfere with GETTY IMAGES's contractual or business expectancies;
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9 6. Temporary and permanent orders restraining and enjoining Motamedi and her co-
10 conspirators from otherwise possessing, using or disclosing GETTY IMAGES's trade secrets and
11 other confidential information misappropriated by Motamedi;

12 7. Temporary and permanent orders restraining and enjoining Motamedi from
13 performing any work for Silverhub;

14 8. An accounting from Motamedi;

15 9. Judgment against Motamedi for damages in an amount to be proven at trial;

16 10. Judgment against Motamedi in the amount of her unjust enrichment as a result of
17 her trespass of chattel, misappropriation, and use of GETTY IMAGES's trade secrets and other
18 proprietary information;
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20 11. Judgment against Motamedi for double damages for her willful and malicious
21 misappropriation of GETTY IMAGES's trade secrets pursuant to 18 U.S.C. § 1836 and the
22 Uniform Trade Secrets Act, RCW 19.108.030;

23 12. Judgment against Motamedi in the amount of GETTY IMAGES's reasonable
24 attorney's fees and costs as authorized by 18 U.S.C. § 1836, RCW 19.86, and RCW 19.108.030,
25 or otherwise;
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1 13. An Order permitting expedited discovery;

2 14. A Letter of Request for International Judicial Assistance Pursuant to The Hague
3 Convention of 18 March 1970 on the Taking of Evidence Abroad in Civil and Commercial matters;

4 15. Permission to freely amend this Complaint to add claims and parties as necessary;
5 and
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7 16. Such other and further relief as this Court deems just and equitable.
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9 DATED this 11th day of December, 2016.

10 SEBRIS BUSTO JAMES

11 /s/ Jeff James

12 /s/ Tina Aiken

13 Jeffrey A. James, WSBA #18277

14 Tina Aiken, WSBA #27792

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